



Agenda

Greenville City Council

**March 23, 2020
6:00 PM
City Council Chambers**

Assistive listening devices are available upon request for meetings held in the Council Chambers. If an interpreter is needed for deaf or hearing impaired citizens, please call 252-329-4422 (voice) or 252-329-4060 (TDD) no later than two business days prior to the meeting.

- I. Call Meeting To Order**
- II. Invocation - Mayor Connelly**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VII. Consent Agenda

1. Reclassification Request in the Recreation and Parks Department
2. Acceptance of the Elderly and Disabled Transportation Assistance Program (EDTAP) funding from Pitt County
3. Contract with Cherry Bekaert, LLP for auditing services for Fiscal Year 2019-2020
4. Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed (PWD Contract #9)
5. Contract award for professional services for Landscape and Turf Maintenance Contract for 10th Street Corridor and Highway 11 (PWD Contract #10)
6. Approval to purchase five new stormwater vehicles/equipment for the Engineering Department and one replacement vehicle for the Public Works Department
7. Various tax refunds greater than \$100

VIII. New Business

8. Budget ordinance amendment #9 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the Capital Projects Fund (Ordinance #17-024), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the newly established Engineering Capital Projects Fund

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Reclassification Request in the Recreation and Parks Department

Explanation: **Abstract:** A reclassification of an existing allocated position is proposed to improve the efficiency and effectiveness of the management at South Greenville Recreation Center.

Explanation: The Recreation and Parks Department is recommending the reclassification of a designated part-time position (29 hours/week) to a full-time Recreation Assistant. The proposed position will remain at South Greenville Recreation Center, thereby providing South Greenville with two full-time positions, as is currently the case at the Eppes Recreation Center. The reclassification will provide an additional 11 hours of staff time each week, which will help staff meet the needs of the community by enhancing and expanding current services, especially for youth ages 12-16. The reclassification will allow staff to implement new programming, plan additional community events, and provide increased staff visibility within the facility, which will help with security. Since the renovations of the South Greenville Recreation Center were completed in 2016, the facility has continually seen an increase in usage, programming, and rentals. This reclassification will allow staff to effectively manage the on-going growth of the Center's services.

The proposal includes eliminating the designated part-time position at Eppes Recreation Center, which is currently vacant. A new scheduling format has been used recently and has been without any negative impacts on the services provided to the community. This allows staff more flexibility by having multiple employees fill this role.

The proposed position will be placed in Pay Grade 108 with current Recreation Assistant positions. No change is needed to the Pay Plan.

Fiscal Note:

No financial impacts in FY 2019-2020. Additional part-time salary funds will be allocated to Eppes Recreation Center's part-time salaries account to offset the elimination of the 20-hour Designated Part-time position at that facility.

Recommendation:

Approve the reclassification request in the Recreation and Parks Department.



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Acceptance of the Elderly and Disabled Transportation Assistance Program (EDTAP) funding from Pitt County

Explanation: **Abstract:** The City of Greenville has been approved to receive funding thru Pitt County's Elderly and Disabled Transportation Assistance Program (EDTAP) to assist the City's GREAT Bus System with the costs of providing transportation assistance for the elderly and disabled. Staff is requesting acceptance of this funding.

Explanation: The City of Greenville has been approved to receive funding for the Elderly and Disabled Transportation Assistance Program (EDTAP) thru Pitt County. This funding will be used to provide paratransit service for persons with a disability that prevents them from using the GREAT bus system. Riders may qualify for a paratransit service provided by GREAT through the Pitt Area Transit System (PATS). This is a special van curb-to-curb service that is available only to qualified disabled applicants. This service is provided during the same hours that the GREAT bus service is provided.

Fiscal Note: **Fiscal Notes:** Up to \$20,000 in grant funding from Pitt County thru the Elderly and Disable Transportation Assistance Program (EDTAP).

Recommendation: Acceptance of the funding from Pitt County for the Elderly and Disabled Transportation Assistance Program (EDTAP).

ATTACHMENTS:

- ▣ **Confirmation Letter of EDTAP Funding**

January 22nd, 2020

Becky Derderian

City of Greenville

Dear Becky,

This is a letter of confirmation per your request regarding the Elderly and Disabled Transportation Assistance Program (EDTAP) funding requested by City of Greenville. The Transit Advisory Board met and recommended your request to the Board of Commissioners on Tuesday, January 7 at 12:30pm. The Board of Commissioners approved this recommendation on their items for consent during their January 13th meeting.

The Public Transportation Division of the North Carolina Department of Transportation has advised that there is a slight delay at this time for disbursing these funds. The funds will be disbursed in a manner of 50% for the first payout, and the remaining 50% later in FY20. The approved sub allocations will follow in the same manner.

If you have any further questions, please do not hesitate to reach out to me. We look forward to continue working with you and the staff at the City of Greenville.

Best Regards,



C. Cameron Coburn, MJA, NCCEM

Director of Transportation

Pitt County Government

252-902-2010

"The mission of the Pitt Area Transit System is to provide safe, reliable, cost effective transportation that enables eligible individuals to access necessary medical care and other essential resources that improves and enhances their quality of life."



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Contract with Cherry Bekaert, LLP for auditing services for Fiscal Year 2019-2020

Explanation: **Abstract:** This item is to approve an audit contract for the fiscal year 2019-2020.

Explanation: Financial Services is proposing that the City extend its auditing services relationship with Cherry Bekaert, LLP for the next three fiscal years. Cherry Bekaert has been the City's auditor for the prior five-year period. The engagement period will begin with fiscal year ending June 30, 2020 and end with the fiscal year ending June 30, 2022.

The annual contract attached describes the auditing services for the fiscal year ending June 30, 2020. The proposed contract will be for the first year of the three-year period. The proposed fees for auditing services for the fiscal year ending June 30, 2020 total \$73,000, which is approximately \$13,500 less than the prior fiscal year ending June 30, 2019.

The reduction is primarily related to the absence of Financial Statement Preparation Fees. Financial Services intends to have staff prepare the financial statements starting with fiscal year 2020.

The Audit Committee met on February 12, 2020, and approved this recommendation.

Fiscal Note: In accordance with the firm's proposal, the cost of the audit for the fiscal year ending June 30, 2020 will be \$73,000. Funds for this contract are available in the Financial Services Department's budget.

Recommendation: Approve the auditing contract with Cherry Bekaert, LLP for the fiscal year ending June 30, 2020.

ATTACHMENTS:

▣ **Greenville_City_of_-_6-30-20_-_LGC_-_SENT__002__1125709**

The	Governing Board City Council
of	Primary Government Unit (or charter holder) City of Greenville
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Cherry Bekaert LLP
	Auditor Address 2626 Glenwood Ave., Suite 200, Raleigh, NC 27608

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Greenville
Audit Fee	\$ 73,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,500 for each major program after the first two
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 54,750.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed)* April Adams	Signature* <i>April Adams</i>
Date* 03/10/20	Email Address* aadams@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* City of Greenville	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Byron Hayes	Signature*
Date of Pre-Audit Certificate*	Email Address* bhayes@greenvillenc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Contract award for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed (PWD Contract #9)

Explanation: **Abstract:** The City advertised for professional services for a Mowing/Landscape Maintenance Contract (PWD Contract #9) on December 20, 2019. The solicitation included a Mowing/Landscape Maintenance Contract for specific locations (PWD Contract #9).

Explanation: The scope of work shall include litter removal, finish mowing, weed trimming, and clipping/debris removal for all areas listed on the attachment. The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2020.

On January 23, 2020, staff received six (6) proposals in response to the RFQ. Hilliard's Lawn Maintenance, Inc. was the lowest bidder but later withdrew their bid. JDR Lawn Care, Inc. was the second lowest bidder.

Fiscal Note: The City will enter into a contract with JDR Lawn Care, Inc. in the amount of \$47,700 annually and \$143,100 for a three-year period beginning FY 2020 and ending FY 2023.
Funding for this contract is provided through the Public Works operational budget.

Recommendation: City Council award a landscape maintenance contract to JDR Lawn Care, Inc. in the amount of \$143,100 (three-year amount). The annual amount is expected to be \$47,700.

ATTACHMENTS:

- ❑ **Mowing Contract 9 124667**
- ❑ **Contract 9 Exhibit A Attachment**
- ❑ **Contract 9 Location List 1124595**
- ❑ **Contract 9 Bid Tab**

THIS CONTRACT made and entered into the ____ day of March, 2020 by and between the City of Greenville, a municipal corporation, Party of the First Part and hereinafter referred to as the CITY, and JDR Lawn Care, Inc., Party of the Second Part and hereinafter referred to as the CONTRACTOR;

WITNESSETH

WHEREAS, the CITY has issued an Invitation to Bid for mowing services for City Wide Rights-of-Way Mowing, and

WHEREAS, the CONTRACTOR is the successful bidder with its proposal to provide mowing services for contract area designated as Contract 9 for City Wide Rights-of-Way Mowing.

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties contained herein, the parties hereto agree as follows:

1) DESCRIPTION OF WORK:

The CONTRACTOR shall provide mowing services for City Wide Rights-of-Way Mowing Contract 9 as designated by the Buildings & Grounds Superintendent within the Public Works Department. The services to be provided shall be as described in the Invitation to Bid attached hereto, labeled as Exhibit "A", and herein incorporated by reference. The Contractor's e-verify affidavit which was submitted with the Invitation to Bid is part of this contract. Said services shall be commenced by the CONTRACTOR, no later than ten (10) days after the issuance of a Notice to Proceed.

2) PAYMENT:

The CITY shall pay the CONTRACTOR for said mowing services performed in monthly installments based on areas mowed and approved for payment. The CITY will pay the CONTRACTOR for all approved work completed in accordance with specifications and found acceptable by the City within thirty (30) days

after receipt of an invoice. It is understood and agreed by both parties that a monthly invoice and payment shall be based upon the number of cycles completed by the CONTRACTOR during the previous month at the rate of \$ 3,180.00 per cycle for mowing and litter pickup.

3) TERM:

The initial term of this contract shall commence upon issuance of Notice to Proceed and conclude upon December 31, 2020. This contract may be extended in writing by the CITY in its sole discretion, annually for up to a total of two (2) additional years starting on January 1st and ending on December 31st of the same year.

4) COMPLIANCE WITH ALL REGULATIONS:

The CONTRACTOR must comply with all legislation and federal, state and CITY regulations and program guidelines that may be applicable to the work executed under this contract.

5) TERMINATION:

The CITY may terminate this contract for nonperformance, or for unacceptable performance, or for any other reason as determined by the Public Works Director or his designee. The CITY will give written notice to the CONTRACTOR specifying areas of nonperformance or unacceptable performance and the CONTRACTOR shall have ten (10) days to rectify. In the event the condition(s) identified in the written notice to the CONTRACTOR are not rectified, the CITY will give the CONTRACTOR a written notice of termination. Upon receipt, the CONTRACTOR is expected to remove all employees and equipment from the premises immediately.

6) BUILDING AND GROUNDS SUPERINTENDENT:

The CITY employs within the Public Works Department a full time Building and Grounds Superintendent or designee who will be overseeing the requirements of this contract. The Building and Grounds Superintendent's office is located at the Public Works Complex, 1500 Beatty Street, Greenville, NC. The CONTRACTOR is expected to keep the Building and Grounds Superintendent or designee informed of work progress and plans daily. All directions and communications from the CITY to the CONTRACTOR

shall be through the Building and Grounds Superintendent or designee.

7) CONTRACTOR'S SUPERVISOR:

The CONTRACTOR shall furnish a competent supervisor who shall be on the job and available to the CITY's Building and Grounds Superintendent or designee at all times that the CONTRACTOR'S work crews are on City property. The CONTRACTOR's supervisor shall have full authority over the CONTRACTOR's work crews and shall monitor and direct them responsibly. CONTRACTOR's supervisor must have a telephone number to be contacted as needed.

8) LABOR, EQUIPMENT AND SUPPLIES:

The CONTRACTOR shall furnish all labor, equipment and supplies needed to fulfill its obligation under this contract. The CITY will furnish no equipment, supplies, or fuel under this contract.

9) LICENSES:

The CONTRACTOR shall have and maintain all necessary and legally required licenses and permits to enable performance of the services.

10) DAMAGE TO CONTRACTORS PROPERTY:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the CONTRACTOR while on CITY property, the CITY shall be under no obligation to replace or in any way compensate the CONTRACTOR for said property.

11) HOLD HARMLESS:

a. The CONTRACTOR shall indemnify and hold harmless the CITY from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services while on CITY property and further agrees to release and discharge the CITY and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligations under this contract.

b. It is understood and agreed by the parties that CITY will assume no liability for damages, injury, or

other loss to the CONTRACTOR, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract. The CONTRACTOR shall assume full and complete liability for any and all damages to CITY or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

12) INSURANCE:

The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved in writing by the CITY. Insurance required shall remain in effect through the term of this contract.

a. Workers' Compensation:

The CONTRACTOR must maintain during the life of this contract, Workers' Compensation Insurance for all employees performing work at the various property locations of the project under this contract, or as otherwise required by North Carolina General Statutes.

b. Public Liability and Property Damage:

The CONTRACTOR must maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the OWNER. The City of Greenville shall be named as an additional insured on all coverage.

c. Other Insurance:

The CONTRACTOR shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the CITY.

13) AMENDING THE CONTRACT:

Any changes to this contract shall be in writing and must be signed by all parties before it will be considered to be in effect.

14) NON-ASSIGNABILITY:

This contract, or any portion thereof, shall not be assigned by either party without the express written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CITY OF GREENVILLE

By: _____
Ann E. Wall, City Manager

Company Representative

By: _____

Printed Name: _____

Printed Title: _____

APPROVED AS TO FORM:

Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Byron Hayes, Director of Financial Services
Account Number: 010-01-5561-000-000-528385

INVITATION TO BID
BID # 19-20-16

CITY OF GREENVILLE PUBLIC WORKS MOWING / LANDSCAPE
B&G CONTRACT # 9
City Wide Rights-of-Way
EVERY TWO WEEKS CYCLE
CITY OF GREENVILLE
NORTH CAROLINA



MANDATORY

Pre-Bid Meeting: Wednesday, January 8th, 2020 @ 3:00 p.m.
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: Thursday, January 23rd, 2020 @ 3:00 pm

Contact Persons:

Questions regarding the bid package:

Ms. Denisha Harris
Financial Services Manager
Telephone: 252-329-4862
Fax: 252-329-4464
Email: dharris@greenvillenc.gov

Questions regarding the specifications:

Mr. Devin Thompson
Building and Grounds Superintendent
Telephone: 252-329-4522
Fax: 252-329-4535
Email: dthompson@greenvillenc.gov

City Right of Way Mowing Contract #9 Mowing Areas

No.	Location						
1	400 block Oak Grove Ave. to 404 Oak Grove Ave.						ROW only
2	100 Block of Oak Grove Ave. from Fleming School Rd. to end vacant lot						ROW only
3	Easy St. from ECU bus depot to Hwy 11 (Memorial Dr.)						ROW only
4	608 Greenfield Blvd around cul-de-sac to Noah Arc Church						ROW only
5	305 Haw Dr. to 209 Haw Dr.						ROW only
6	203 Haw Dr. to 800 block Belvoir Rd.						ROW only
7	1800 block Hop Tyson Rd.- Mow to Center of ditch next to vacant lots- All of circle road						Vacant Lot ROW only
8	200 Pollard from Hubert to 1st House						ROW only
9	Woodside from 307 to 311						ROW only
10	W. Gum Rd. from Memorial Dr. to 204 W. Gum Rd.						ROW only
11	Holbert from W. Gum to Pollard						ROW only
12	1200 block Melody Ln. to 100 Block Dudley to FedEx complex						ROW only
13	1200 block Melody Ln. to Matthew Lewis Park Entrance						Mow to Railroad ROW
14	1200 block Legion St to 1008 Legion St.						ROW only
15	1530 Mumford Rd to Pactolus Intersection along fence line of vacant Mobile Home Park						ROW or to Fence line
16	4600 block North Creek Dr. to 4695 North Creek Dr.						Vacant Lot ROW only
17	204 Memorial Dr. to 1700 block 3rd St.						ROW only
18	500 block Moyer Blvd. from W. 5th to 517 Moyer Blvd. (ROW of lot on W. 5 th also)						Vacant Lot ROW only
19	2100 block Hemby Ln. to SECU						Vacant Lot ROW only
20	2210 Hemby Ln. to Woods line						Vacant Lot ROW only
21	2223 Hemby Ln. Woods line and to the end of Woods line behind 801 WH Smith						Vacant Lot ROW only
22	2100 block Herbert Ct to 2400 block Hemby Ln. to Fire Dept.						Vacant Lot ROW only
23	801 W.H. Smith Blvd to RR track and from RR track to Physician East						Vacant Lot ROW only
24	1006 W.H. Smith to 1026 W.H. Smith						Vacant Lot ROW only
25	1025 W.H. Smith to Dickinson Ave. to Dominos						ROW only
26	300 block Spring Forest Rd left side to Woods line to RR tracks						ROW only
27	300 block Spring Forest Rd. right side to end of Woods line						ROW only
28	Spring Forest Rd. Breckenridge Court Apt. to 3700 block Nantucket Rd						ROW only
29	Spring Forest Rd. from 700 Spring Forest Rd to end of Woods line (700 Block)						ROW only
30	Spring Forest Rd. from 1004 Spring Forest Rd to 2800 block Dickinson Ave						ROW only
31	3500 block Barrington Dr. to dead end						ROW only
32	3500 block Barrington Dr. to 4209 Barrington Dr.						ROW only
33	4212 Barrington Dr. to 4204 Barrington Dr.						ROW only
34	4209 Barrington Dr. to 1001 Barr Ct.						ROW only
35	1000 Barr Ct. to 4109 Barrington						ROW only
36	3500 block Lenton Dr. from dead end to dead end						ROW only
37	1200 block Abby Dr. to dead end						ROW only
38	3605 Tifgreen to 3900 Tifgreen						ROW only

No.	Location	
39	4000 block Colony Woods to 3933 Colony Woods Dr.	ROW only
40	Woodline next to 3921 Colony Woods Dr.	ROW only
41	3600 block Tifgreen Dr. to Pencross	ROW only
42	3505 Devereux Ln. to 3517 Colony Woods	ROW only
43	965 Ellery Dr. to 1600 block Emerson Dr to dead end	ROW only
44	1600 block Emerson Dr. to left side of cul-de-sac	ROW only
45	Mall Drive from Greenville Blvd to Academy Sports	ROW only
46	900 block McLawhorn along Woods ROW	ROW only
47	Frontgate from Accucopy to Dead End on Left side	ROW only
48	Front gate Dr. from Greenville Blvd to Apartments on Right Side	ROW only
49	1000 block Peed Dr. leftside vacant lot ROW	ROW only
50	3600 block Baywood Ln. vacant lot between 3600 & 3500 block	ROW around whole lot
51	600 Block Whitley Dr. both sides to Firetower Rd.	Vacant ROW only
52	100 block South Square both sides and Row of spur off S. Square	ROW only
53	200 block South Pointe Dr to dead end and cul-de-sac	ROW only
54	500 block South Pointe Dr left side to 400 block Sedona Dr.	ROW only
55	500 block South Pointe Dr to 517 South Pointe Dr to Sedona Dr dead end	row only
56	Sedona Dr dead end to 405 South Pointe Dr.	Row only
57	3900 block Junipine Ct. cul-de-sac	Row only
58	341 South Pointe Dr to 333 South Pointe Dr	Row only
59	329 South Pointe Dr to 305 South Pointe Dr	ROW only
60	800 block Hillshade Ct cul-de-sac	one lot ROW
61	301 South Pointe Dr to 221 South Pointe Dr	ROW only
62	105 South Pointe Dr to 3800 block Granada Dr dead end	ROW only
63	3913 Granada Dr. to 3800 block Granada Dr.	ROW only
64	3908 Sedona Dr to 3916 Sedona Dr.	ROW only
65	3929 Sedona Dr to 3941 Sedona Dr	ROW only
66	3928 Sedona Dr to 500 block South Pointe Dr	ROW only
67	3928 Sedona Dr to 500 block South Pointe Dr	ROW only
68	600 block Chapman Rd both sides.	Vacant lots ROW only
69	600 block Dunn St to 200 block Arlington Circle	ROW only
70	203 Millbrook St to 209 Millbrook along the wood line	ROW only
71	294 Millbrook ROW of Vacant Lot	ROW only
72	308 Millbrook St to 406 Millbrook - curb to No Trespassing sign	ROW only
73	408 Millbrook St to 504 Millbrook St - curb to No Trespassing sign	ROW only
74	600 Millbrook St to 604 Millbrook St - curb to No Trespassing sign	ROW only
75	3709 Ashcroft Dr to 2005 Coleman Dr	ROW only
76	2002 Coleman Dr to 2004 Coleman Dr	ROW only
77	3704 Ashcroft Fr to 2125 Coleman Dr	ROW only
78	Ashcroft from Firetower to Wickham	Vacant Lots only

No.	Location				
79	600 block Ontario Dr to 608 Ontario - wood line				ROW only
80	604 Kings Rd to 616 Kings Rd to wood line				ROW only
81	611 Kings Rd - curb to beginning to end of wood line				ROW only
82	4200 block Dunhagan Rd to 4202 Dunhagan Rd				ROW only
83	4109 Dunhagan Rd to 3953 Dunhagan Rd				ROW only
84	Arlington Boulevard from Firetower to Greenville Blvd.				Vacant Lot ROW only
85	1600 block Wimbledon Dr to dead end on the right				ROW only
86	1567 Wimbledon Dr to 1429 Wimbledon Dr				ROW only
87	600 Cromwell Dr to 600 block Remington Dr to deadend				ROW only
88	3020 Rolston Rd. to 3012 Rolston Rd.				Vacant Lot ROW only
89	Forest Hill from Greenville Blvd to 1900 Brook ROW to top of ditch				ROW only
90	1509 Greenville Blvd to RR track to wood line				ROW only
91	1800 Greenville Blvd to 1816 Greenville Blvd – Autozone area				ROW Only
92	208 Oxford Rd to 216 Oxford Rd - all vacant lots by both bridges				ROW only
93	300 block Oxford Rd to 324 Oxford Rd by RR tracks				ROW only
94	306 King George Rd to 308 King George Rd to wood line				ROW only
95	311 King George Rd to 313 King George Rd to wood line				ROW only
96	204 Riverhill Dr to 400 Riverhill Dr Mow to woods line				ROW only
97	2600 block River Chase Dr ROW across from 2604 only				ROW only
98	Verdant Dead End along Woods line				
99	900 block Greensprings Dr to 5th Street bridge				ROW only- both sides
100	Greensprings from 5th to Heath Right Side ROW				To Woods line
101	Greensprings from 5th to Heath Left Side Vacant ROW only				ROW only
102	10th Street Vacant Rights of Way from 5th Street to Ernul Street				ROW -Vacant areas only
103	W. Berkley From Elmhurst Elementary to Treemont Dr.				ROW to Woods line
104	5th Street wood line from Wahl Coates School to Greensprings Park				Mow to Woods line
105	900 block Dickinson Ave to 600 block Clark St Mow ROW only				Vacant Lot (Has Metal Art)
106	500 block 14th St to 1300 block Clark St				Vacant Lot ROW
107	508 14th St to Beatty Street ROW on both sides of railroad				Vacant Lots ROW only
108	400 block 14th St to RR tracks at 301 14th St				Vacant Lots
109	1900 block Greene St to Howell St Vacant Lot Rights of Way				ROW only
110	1600 block Evans St from bus shelter to 500 block Clifton St				ROW and Greenway Parking
111	Evans St from English Chapel Church to Red Banks Rd				ROW and Guardrails
112	1000 block Howell St to Mitchell's Funeral Home				ROW only
113	Howell Street from McClelland to S. Greene Street Rights of Way				ROW only

No.	Location	Notes or Comments					
114	S. Pitt St. Median from 14th st. to 11th st.						Median
115	S. Pitt St. from Howell Street to Railroad Dead End (Vacant Lot ROW)						ROW only
116	911 Morris St to 300 block Skinner St to automatic gate on the left only						
117	500 block Skinner St to 600 block Griffin St						ROW only
118	McClellan St from Howell St. to 1800 McClellan - right side only						ROW only
119	1911 McClellan St - vacant lot						ROW only
120	401 Deck St to 209 Deck St - vacant lots						ROW only
121	Clifton St. from Evans to Arlington- Vacant Lot areas only						ROW or to Woods line
122	1900 block Pitt St to 300 block Deck St - vacant lots						Vacant Lots ROW Only
123	1900 block Greene St to 200 block Deck St - both sides to Evans St						ROW only
124	1900 block Greene St to 200 block Arthur St - right side						Right side to Deck
125	200 block Arthur St from bus stop vacant lot to S. Pitt vacant lot						ROW only
126	2200 block Ione St to 300 block Truman St to 200 block May St						ROW only
127	100 block Truman St to 100 block West St right side along the fence						ROW only
128	2700 Block of Sunset Lane from Hillcrest to Dai Discount Auto						ROW only
129	100 block Maxwell St from Dickinson to Memorial- Vacant Lots only						ROW only
130	423 W. 3rd St to 415 W. 3rd St - vacant lot & right of way						ROW only
131	Probation Office at Pitt/W. 3 rd to Railroad Track on W. 3 rd Street						3rd st. to RR
132	504 W. 3rd St to 300 block Elizabeth St						ROW only
133	803 Colonial Ave - vacant lot						ROW only
134	802 Colonial Ave to 111 Vance St						ROW only
135	900 block Fairfax Ave to 1000 Fairfax Ave - right of way						ROW only
136	1112 Fairfax Ave to 102 Tyson St - right of way						ROW only
137	200 block Tyson St & 1100 block Colonial Ave - vacant lot						ROW only
138	1300 block Colonial Ave to 200 block Ford St - vacant lot						ROW only
139	1300 Fairfax Ave to dead end						ROW only
140	1305 Fairfax Ave - vacant lot						ROW only
141	1310 Colonial Ave to 1402 Colonial Ave - vacant lot						ROW only
142	1600 Colonial Ave - woods line						To woods line
143	4th and Latham Vacant Lot Rights of Way						ROW both streets
144	200 Nash St - vacant lot						ROW only
145	203 Nash St to 207 Nash St - vacant lot						ROW only
146	305 Hudson St vacant lot to 1309 3rd St vacant lot						ROW only

No.	Location	Notes or Comments
147	400 block Hudson St & 1300 block 4th St - vacant lot	ROW only
148	400 block Ford St & 1200 block 4th St - both vacant lots across from each other	ROW only
149	306 Tyson St - vacant lot (intersection with 4th st.)	ROW only
150	511 Ford St - vacant lot & 600 block Ford St & 1300 block 6th St.	ROW only
151	1100 block 6th St & 600 block Sheppard St - vacant lots	ROW only
152	500 block Davis St to 911 Imperial St	ROW only
153	911 Imperial St to 905 Imperial St - vacant lot	ROW only
154	1107 Douglas Ave to 1101 Douglas Ave - vacant lot	ROW only
155	600 block Carolina Ave to 700 block Pamilco Ave - vacant lot	ROW only
156	600 block Albemarle Ave. to 600 block Bonners Ln to RR tracks on 5th St	ROW only
157	1311 Chestnut St - vacant lot (to 14th around whole lot)	ROW only
158	109 Raleigh Ave - vacant lot	ROW only
159	Higgs St. from Chestnut to Dickinson	ROW on both sides
160	14th Street -Chestnut to Myrtle	ROW only
161	Chestnut and Pennsylvania Vacant Lot	ROW only
162	Myrtle and Manhattan Vacant Lot	ROW only
163	Myrtle from 14th to Dead End	ROW only
164	1800 block Chestnut St & 200 block Skinner St - vacant lot	ROW only
165	1600 block Spruce St & 400 block Manhatten Ave - vacant lot	ROW only
166	400 block Line Ave & 500 block Watauga Ave - vacant lot	ROW only
167	1700 block Lincoln Dr & 600 block Bancroft Ave - vacant lot	ROW only
168	1500 block 14th Ave & 800 block Tyson St - vacant lot	ROW only
169	100 block Watauga Ave to 1500 block Broad St - vacant lot	ROW only
170	1505 Broad St to 204 Ridgeway St - vacant lot right of way	ROW only
171	204 Ridgeway St to 205 Ridgeway St - along fence line around cul-de-sac	ROW only
172	1400 block Broad St & 100 block Wade St - both vacant lots	ROW only
173	100 block Wade St to 1400 block Dickinson Ave	ROW only
174	Westpointe from 1241 Westpointe to Stantonsburg rd.	ROW only
175	North Creek Dr. from Old Creek Rd to cul-de-sac	Vacant Lot ROW only

City Wide Rights of Way Mowing

Public Works Department Building and Grounds Division
 Mowing Contract 9 Bid Opening
 January 23, 2020 at 3 p.m.

Company Name	Reference Sheet	Contractor Information Sheet	E-Verify Form	Addendum Acknowledged	Bid Per Cycle
Hillard's Lawn Maintenance, Inc. X	Yes	Yes	Yes	Yes	\$2,185.00
JDR Lawn Care, Inc	Yes	Yes	Yes	Yes	\$3,180.00
WAC Corp	Yes	Yes	Yes	Yes	\$3,500.00
J&J Turf	Yes	Yes	Yes	Yes	\$3,500.00
American Lawn Care, LLC	Yes	Yes	Yes	NO	\$3,567.00
WS Denton, LLC	Yes	Yes	Yes	Yes	\$4,125.00

* WITHDRAWN BID ~~(KMD)~~

Bid Certified By:

Name: Devin Thompson
 Title: Building and Grounds Superintendent
 Signature: *[Handwritten Signature]*
 Date: 1-27-2020



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Contract award for professional services for Landscape and Turf Maintenance Contract for 10th Street Corridor and Highway 11 (PWD Contract #10)

Explanation: **Abstract:** The City advertised for professional services for Landscape and Turf Maintenance Contracts (PWD Contract #10) on December 20, 2019. The solicitation included a Landscape and Turf Maintenance Contract for the locations listed below (PWD Contract #10):

Highway 11 Landscape and Turf Maintenance from Tice Road/Whitley Drive to Greenville Boulevard

Highway 11 Landscape and Turf Maintenance from W. 5th Street to Highway 903

10th Street Landscape and Turf Maintenance from Memorial Drive to Forest Hill Circle

Explanation: The scope of work includes litter removal, clipping removal, pruning, fertilization, weeding, herbicide application, plant removal replacement, mulch maintenance, and edging on each contract area per specifications. The contract will begin upon issuance of a Notice to Proceed and last through December 31, 2020.

On January 23, 2020, staff received five (5) proposals in response to the RFQ. Hilliard's Lawn Maintenance, Inc. was the lowest bidder but later withdrew their bid. WAC Corporation of Greenville, NC, was the second lowest bidder.

Fiscal Note: The City will enter into a contract with WAC Corporation of Greenville, NC, in the amount of \$102,000 annually and \$306,000 for a three-year period beginning FY 2020 and ending FY 2023.

Funding for this contract is provided through the Public Works operational budget.

Recommendation: City Council award a landscape maintenance contract to WAC Corporation of Greenville, NC, in the amount of \$306,000 (three-year amount). The annual amount is expected to be \$102,000.

ATTACHMENTS:

- ❑ **Mowing_Contract__10_1124668**
- ❑ **Contract 10 Exhibit A Attachment**
- ❑ **Contract 10 Bid Tab**

THIS CONTRACT made and entered into the ____ day of March, 2020 by and between the City of Greenville, a municipal corporation, Party of the First Part and hereinafter referred to as the CITY, and WAC Corporation of Greenville NC, Party of the Second Part and hereinafter referred to as the CONTRACTOR;

WITNESSETH

WHEREAS, the CITY has issued an Invitation to Bid for mowing and landscape maintenance services for City Wide Right of Ways, and

WHEREAS, the CONTRACTOR is the successful bidder with its proposal to provide mowing and landscape maintenance services for contract area designated as Contract 10 for City Wide Right of Way Mowing and Landscape Maintenance.

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties contained herein, the parties hereto agree as follows:

1) DESCRIPTION OF WORK:

The CONTRACTOR shall provide mowing and landscape maintenance services for City Wide Rights-of-Way Mowing and Landscape Maintenance Contract 10 as designated by the Buildings & Grounds Superintendent within the Public Works Department. The services to be provided shall be as described in the Invitation to Bid attached hereto, labeled as Exhibit "A", and herein incorporated by reference. The Contractor's e-verify affidavit which was submitted with the Invitation to Bid is part of this contract. Said services shall be commenced by the CONTRACTOR, no later than ten (10) days after the issuance of a Notice to Proceed.

2) PAYMENT:

The CITY shall pay the CONTRACTOR for said mowing services performed in monthly installments based on areas mowed and approved for payment. The CITY will pay the CONTRACTOR for all approved

work completed in accordance with specifications and found acceptable by the City within thirty (30) days after receipt of an invoice. It is understood and agreed by both parties that a monthly invoice and payment shall be based upon the number of cycles completed by the CONTRACTOR during the previous month at the rate of \$ 8,500.00 per month for mowing, landscape maintenance, and litter pickup.

3) TERM:

The initial term of this contract shall commence upon issuance of Notice to Proceed and conclude upon December 31, 2020. This contract may be extended in writing by the CITY in its sole discretion, annually for up to a total of two (2) additional years starting on January 1st and ending on December 31st of the same year.

4) COMPLIANCE WITH ALL REGULATIONS:

The CONTRACTOR must comply with all legislation and federal, state and CITY regulations and program guidelines that may be applicable to the work executed under this contract.

5) TERMINATION:

The CITY may terminate this contract for nonperformance, or for unacceptable performance, or for any other reason as determined by the Public Works Director or his designee. The CITY will give written notice to the CONTRACTOR specifying areas of nonperformance or unacceptable performance and the CONTRACTOR shall have ten (10) days to rectify. In the event the condition(s) identified in the written notice to the CONTRACTOR are not rectified, the CITY will give the CONTRACTOR a written notice of termination. Upon receipt, the CONTRACTOR is expected to remove all employees and equipment from the premises immediately.

6) BUILDING AND GROUNDS SUPERINTENDENT:

The CITY employs within the Public Works Department a full time Building and Grounds Superintendent or designee who will be overseeing the requirements of this contract. The Building and Grounds Superintendent's office is located at the Public Works Complex, 1500 Beatty Street, Greenville, NC. The CONTRACTOR is expected to keep the Building and Grounds Superintendent or designee informed of

work progress and plans daily. All directions and communications from the CITY to the CONTRACTOR shall be through the Building and Grounds Superintendent or designee.

7) CONTRACTOR'S SUPERVISOR:

The CONTRACTOR shall furnish a competent supervisor who shall be on the job and available to the CITY's Building and Grounds Superintendent or designee at all times that the CONTRACTOR'S work crews are on City property. The CONTRACTOR's supervisor shall have full authority over the CONTRACTOR's work crews and shall monitor and direct them responsibly. CONTRACTOR's supervisor must have a telephone number to be contacted as needed.

8) LABOR, EQUIPMENT AND SUPPLIES:

The CONTRACTOR shall furnish all labor, equipment and supplies needed to fulfill its obligation under this contract. The CITY will furnish no equipment, supplies, or fuel under this contract.

9) LICENSES:

The CONTRACTOR shall have and maintain all necessary and legally required licenses and permits to enable performance of the services.

10) DAMAGE TO CONTRACTORS PROPERTY:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the CONTRACTOR while on CITY property, the CITY shall be under no obligation to replace or in any way compensate the CONTRACTOR for said property.

11) HOLD HARMLESS:

a. The CONTRACTOR shall indemnify and hold harmless the CITY from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services while on CITY property and further agrees to release and discharge the CITY and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligations under this contract.

b. It is understood and agreed by the parties that CITY will assume no liability for damages, injury, or other loss to the CONTRACTOR, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract. The CONTRACTOR shall assume full and complete liability for any and all damages to CITY or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

12) INSURANCE:

The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved in writing by the CITY. Insurance required shall remain in effect through the term of this contract.

a. Workers' Compensation:

The CONTRACTOR must maintain during the life of this contract, Workers' Compensation Insurance for all employees performing work at the various property locations of the project under this contract, or as otherwise required by North Carolina General Statutes.

b. Public Liability and Property Damage:

The CONTRACTOR must maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the OWNER. The City of Greenville shall be named as an additional insured on all coverage.

c. Other Insurance:

The CONTRACTOR shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the CITY.

13) AMENDING THE CONTRACT:

Any changes to this contract shall be in writing and must be signed by all parties before it will be considered to be in effect.

14) NON-ASSIGNABILITY:

This contract, or any portion thereof, shall not be assigned by either party without the express written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CITY OF GREENVILLE

By: _____
Ann E. Wall, City Manager

Company Representative

By: _____

Printed Name: _____

Printed Title: _____

APPROVED AS TO FORM:

Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Byron Hayes, Director of Financial Services
Account Number: 010-01-5561-000-000-528385

INVITATION TO BID
BID # 19-20-17

CITY OF GREENVILLE PUBLIC WORKS LANDSCAPE
MAINTENANCE
B&G CONTRACT # 10
City Wide Landscape Maintenance
10th Street Corridor and Highway 11
CITY OF GREENVILLE



NORTH CAROLINA

Mandatory

Pre-Bid Meeting: Wednesday, January 8th, 2020 @ 3:00 pm
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Bid Due Date: Thursday, January, 23rd, 2020 @ 3:00 pm
Public Works Conference Room
1500 Beatty Street, Greenville, NC

Contact Persons:

Questions regarding the bid package:
Ms. Denisha Harris
Financial Services Manager
Telephone: 252-329-4462
Fax: 252-329-4464
Email: dharris@greenvillenc.gov

Questions regarding the specifications:
Mr. Devin Thompson
Public Works Department
Telephone: 252-329-4522
Fax: 252-329-4425
Email: dthompson@greenvillenc.gov

City Wide Landscape Maintenance 10th Street Corridor and Hwy 11		Public Works Department Building and Grounds Division Contract # 10 Bid Tabulation January 23, 2020 at 3 p.m.				
Company Name	Reference Sheet	Contractor Information Sheet	E-Verify Form	Addendum Acknowledged	Bid Per Month	
Hilliard's Lawn Maintenance, Inc. *	Yes	Yes	Yes	Yes	\$5,245.00	
WAC	Yes	Yes	Yes	Yes	\$8,500.00	
Precision Lawn Care	Yes	Yes	Yes	Yes	\$8,600.00	
J&J Turf	Yes	Yes	Yes	NO	\$11,191.00	
WB Denton, LLC	Yes	Yes	Yes	Yes	\$21,491.67	

* WITHDREW BID EW

Bid Certified By:

Name: Devin Thompson

Title: Buildings and Ground Superintendent

Signature: 

Date: 1/27/2020



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Approval to purchase five new stormwater vehicles/equipment for the Engineering Department and one replacement vehicle for the Public Works Department

Explanation: **Abstract:** The Engineering Department is requesting to purchase five new vehicles/equipment using \$248,697 of stormwater funding and the Public Works Department is requesting the replacement of one vehicle using \$266,000 in vehicle replacement funding.

Explanation: The Engineering Department is requesting approval to purchase the following new stormwater vehicles and equipment that will be used in the maintenance, repair, and clean-up of storm drains and ditches. These items will be purchased thru the NC Sheriff's Association Contract.

NC Sheriff's Association Contract:

- (3) Ford Ranger 4x4 Pickup Truck, Extended Cab
- (1) Ford Ranger 4x4 Pickup Truck, Super Crew Cab
- (1) Hyundai HX130 Excavator

The Public Works Department is requesting approval to purchase the following vehicle as it has met the replacement criteria set by the City Replacement program. The vehicle will be purchased through the following contracts:

Sourcewell Cooperative Purchasing Advantage:

- (1) Heil DP 28 YD Front Loader- Replacing #8184

Fiscal Note: Funding for the Engineering Department request will come from the Stormwater Fund (\$248,697). Funding for the Public Works Department request will come from the Vehicle Replacement Fund (\$266,000).

Recommendation: City Council approve the purchase of the five new stormwater vehicles/equipment utilizing stormwater funding and one replacement vehicle from the vehicle replacement funding.

ATTACHMENTS:

- ▣ **Stormwater Listing**
- ▣ **VRF_March_2020_1125621**

Stormwater Vehicles/Equipment

#	Dept.	New Model Description	New Model Make/Model	Actual Cost	Contract
1	Engineering	Pickup Truck	Ford Ranger Pickup Truck, Extended Cab	\$ 75,459	Sherriff Association
2	Engineering	Pickup Truck	Ford Ranger Pickup Truck, Super Crew Cab	\$ 27,332	Sherriff Association
3	Engineering	Excavator	Hyundai HX130 Excavator	\$ 145,906	Sherriff Association

TOTAL \$ 248,697

City of Greenville
 Vehicle Replacement Fund (VRF)
 Vehicles/Equipment Scheduled for Replacement- March 2020

#	Dept	Asset #	Model	Description	Model ID	To Be Replaced With	Description of Replacement	Replacement Cost	Contract
1.	PWD	8184	2014	Front End Loader	2014 AutoCar Front Loader	Front Loader	Heil DP 28 Yd Full Eject Front Loader	\$ 266,000	Sourcewell

Total \$ 266,000



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County Tax Assessor. Pitt County Commissioners have previously approved these refunds; they are before City Council for their approval as well. These refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports refunds of the following taxes:

Payee	Adjustment Refunds	Amount
Alexis Everette	Registered Motor Vehicle	114.06
Andrew Pritchard	Registered Motor Vehicle	162.38
Brent Anderson	Registered Motor Vehicle	121.02
Cynthia Journey	Registered Motor Vehicle	113.64
Gerard Coye	Registered Motor Vehicle	102.65
Gilberto Velazquez Fuentes	Registered Motor Vehicle	236.44
Heather Garrett-Starkie	Registered Motor Vehicle	190.33
Idalia Cornelio Garcia	Individual Personal Property	131.78

Jacob Valevich	Registered Motor Vehicle	106.81
James Hilliard	Registered Motor Vehicle	114.79
James Sheppard	Registered Motor Vehicle	149.80
Jenny Cook	Real Estate	1,157.94
Jimmy Torres	Registered Motor Vehicle	204.59
Johnny Baker	Registered Motor Vehicle	139.79
Joshua Croom	Registered Motor Vehicle	267.44
Kevin Llewelly	Registered Motor Vehicle	106.82
Lenoir County Tax Department	Registered Motor Vehicle	605.42
Margie Taylor	Individual Property Taxes	948.68
Michael Lewis	Registered Motor Vehicle	134.48
Norman Casey	Registered Motor Vehicle	332.41
Patrick Moynahan	Registered Motor Vehicle	180.99
Speed Carriers LLC	Registered Motor Vehicle	2,042.06
Steven Allen	Registered Motor Vehicle	197.39
Susan Simms	Registered Motor Vehicle	362.44
Sybil Shirley	Registered Motor Vehicle	169.65
William Poplin	Registered Motor Vehicle	246.13
	REFUND TOTAL:	8,639.93

Fiscal Note:

The total to be refunded is \$8,639.93

Recommendation: Approval of tax refunds by City Council



City of Greenville, North Carolina

Meeting Date: 3/23/2020
Time: 6:00 PM

Title of Item: Budget ordinance amendment #9 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the Capital Projects Fund (Ordinance #17-024), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the newly established Engineering Capital Projects Fund

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2019-2020 budget and other funds as identified.

Explanation: Attached for consideration at the March 23, 2020, City Council meeting is an ordinance amending the 2019-2020 City of Greenville budget (Ordinance #19-031), the Capital Projects Fund (Ordinance #17-024), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the newly established Engineering Capital Projects Fund.

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To establish the BUILD project within the newly established Engineering Capital Projects Fund and recognize revenues to be received.	Eng Cap Project	\$24,000,000
B	To recognize funds received from the Insurance Company covering ransomware payout.	IT Capital Projects	\$ 210,578
C	To move funds from the Police Capital Projects Fund to the IT Capital Projects Fund for IT hardware upgrades.	Police Cap Proj IT Capital Projects	\$ 113,142
D	To recognize funds received from the sale of property within the Fire/Rescue Capital Projects Fund to be used for Fire Station #7.	Fire/Rescue Capital Proj	\$ 480,000

E	To recognize transfer made from Capital Reserve on Budget Amendment #8 for final \$75,487 related to capital improvements for the Convention Center.	FIP	\$ 75,487
F	To recognize funding received from restricted/intergovernmental for the ROAP grant within Transit.	Public Transportation (Transit)	\$ 20,000
G	Transfer funds from Rec & Parks Capital Projects Fund to General Fund for the Little League Softball World Series (LLSWS). This adjustment also allocates an additional \$22,000 from Contingency to LLSWS.	General Rec & Parks Cap Project	\$ 9,000
H	Reclass funds from FEMA-Hurricane Project Fund to the Public Works Capital Projects Fund.	FEMA Hurricane Project PW Cap Proj	\$ 15,000
I	Reclass funds from the Public Works Capital Project Fund to the IT Capital Projects fund to cover costs associated with IT Hardware upgrades.	PW Cap Proj IT Cap Proj	\$ 250,000
J	To recognize additional revenue from the ransomware insurance payout and to also move contingency to IT Capital Project fund to cover costs associated with IT Hardware upgrades.	General IT Cap Proj	\$ 85,271

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	<u>2019-20</u> <u>Original</u> <u>Budget</u>	<u>2019-20</u> <u>Budget per</u> <u>Amendment #9</u>	<u>2019-20</u> <u>Budget per</u> <u>Amendment #9</u>
General	\$ 87,839,455	\$ 94,271	\$ 87,933,726
Debt Service	5,559,881	-	5,559,881
Public Transportation (Transit)	3,335,374	-	3,355,374
Fleet Maintenance	4,635,802	-	4,635,802
Sanitation	8,031,481	-	8,031,481
Stormwater	9,820,127	-	9,820,127
Housing	1,733,500	-	1,733,500
Health Insurance	14,003,384	-	14,003,384
Vehicle Replacement	4,759,009	-	4,759,009
Facilities Improvement	3,982,375	75,487	4,057,862
Capital Reserve	947,369	-	947,369

Convention & Visitors Authority	1,645,047	-	1,645,047
Sheppard Memorial Library	2,515,964	-	2,515,964
Public Works Capital Projects	52,689,670	15,000	52,704,670
Rec & Parks Capital Projects	10,015,052	-	10,015,052
Fire/Rescue Capital Projects	6,600,000	480,000	7,080,000
Donations	280,687	-	280,687
Greenways Capital Projects	6,565,846	-	6,565,846
Street Improvement Bond	16,852,567	-	16,852,567
Red Light Camera Program	1,400,000	-	1,400,000
FEMA-Hurricane Project	2,212,100	-	2,212,100
Community Development Capital	18,804,227	-	18,804,227
Special Revenue Grant	8,777,377	-	8,777,377
IT Capital Projects	2,500,000	708,991	3,208,991
Engineering Capital Projects	-	24,000,000	24,000,000
Police Capital Projects	6,701,490	-	6,701,490

Recommendation: Approve budget ordinance amendment #9 to the 2019-2020 City of Greenville budget (Ordinance #19-031), the Capital Projects Fund (Ordinance #17-024), the FEMA-Hurricane Project Fund (Ordinance #17-002), and the newly established Engineering Capital Projects Fund.

ATTACHMENTS:

☐ **Bud_Ordinance_Amend__9_1125447**

ORDINANCE NO. 20-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#9) Amending the 2019-20 Budget (Ordinance #19-031),
the Capital Projects Funds (Ordinance #17-024), the FEMA-Hurricane Project Fund (Ordinance #17-002)
and the Engineering Capital Projects Fund (Ordinance #20-)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES ORDAIN:

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	Budget Amendment #9			2019-20 Budget per Amend #9
		G.	J.	Total Amend #9	
ESTIMATED REVENUES					
Property Tax	\$ 34,306,950	\$ -	\$ -	\$ -	\$ 34,306,950
Sales Tax	20,404,423	-	-	-	20,404,423
Video Prog. & Telecom. Service Tax	869,544	-	-	-	869,544
Rental Vehicle Gross Receipts	165,181	-	-	-	165,181
Utilities Franchise Tax	7,100,000	-	-	-	7,100,000
Motor Vehicle Tax	1,568,863	-	-	-	1,568,863
Other Unrestricted Intergov't	895,982	-	-	-	895,982
Powell Bill	2,182,000	-	-	-	2,182,000
Restricted Intergov't Revenues	834,656	-	-	-	834,656
Licenses, Permits and Fees	4,433,229	-	-	-	4,433,229
Rescue Service Transport	3,205,109	-	-	-	3,205,109
Parking Violation Penalties, Leases,	247,302	-	-	-	247,302
Other Sales & Services	389,868	-	-	-	389,868
Other Revenues	967,310	-	85,271	85,271	1,052,581
Interest on Investments	850,000	-	-	-	850,000
Transfer from Other Funds	275,000	9,000	-	9,000	284,000
Transfers In GUC	6,639,369	-	-	-	6,639,369
Appropriated Fund Balance	2,504,669	-	-	-	2,504,669
Total Revenues	\$ 87,839,455	\$ 9,000	\$ 85,271	\$ 94,271	\$ 87,933,726
APPROPRIATIONS					
Mayor/City Council	\$ 530,273	\$ -	\$ -	\$ -	\$ 530,273
City Manager	2,497,630	-	-	-	2,497,630
City Clerk	285,386	-	-	-	285,386
City Attorney	531,965	-	-	-	531,965
Human Resources	2,887,004	-	-	-	2,887,004
Information Technology	3,302,329	-	-	-	3,302,329
Engineering	5,228,222	-	-	-	5,228,222
Fire/Rescue	15,908,008	-	-	-	15,908,008
Financial Services	2,603,807	-	-	-	2,603,807
Recreation & Parks	7,568,535	31,000	-	31,000	7,599,535
Police	26,234,326	-	-	-	26,234,326
Public Works	5,890,724	-	-	-	5,890,724
Planning & Development	3,095,657	-	-	-	3,095,657
OPEB	700,000	-	-	-	700,000
Contingency	100,000	(22,000)	(50,000)	(72,000)	28,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	(1,950,887)
Capital Improvements	-	-	-	-	-
Total Appropriations	\$ 75,412,979	\$ 9,000	\$ (50,000)	\$ (41,000)	\$ 75,371,979
OTHER FINANCING SOURCES					
Transfers to Other Funds	\$ 12,426,476	\$ -	\$ 135,271	\$ 135,271	\$ 12,561,747
Total Other Financing Sources	\$ 12,426,476	\$ -	\$ 135,271	\$ 135,271	\$ 12,561,747
Total Approp & Other Fin Sources	\$ 87,839,455	\$ 9,000	\$ 85,271	\$ 94,271	\$ 87,933,726

Section II: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	H.	I.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES					
Occupancy Tax	\$ 368,000	\$ -	\$ -	\$ -	\$ 368,000
Transfers from Other Funds	18,422,703	15,000	-	15,000	18,437,703
Other Income	2,731,245	-	-	-	2,731,245
Spec Fed/State/Loc Grant	23,748,499	-	-	-	23,748,499
Spec Fed/State/Loc Grant	944,223	-	-	-	944,223
Bond Proceeds	6,200,000	-	-	-	6,200,000
Appropriated Fund Balance	275,000	-	-	-	275,000
Total Revenues	\$ 52,689,670	\$ 15,000	\$ -	\$ 15,000	\$ 52,704,670
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Sidewalk Development Project	1,616,301	-	-	-	1,616,301
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	1,526,225	-	(250,000)	(250,000)	1,276,225
F/R Station 3 Parking Lot	139,551	-	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	-	244,655
Parking Lot Enhancements	81,903	-	-	-	81,903
Street Improvements Project	11,782,805	-	-	-	11,782,805
Safe Routes to School	1,409,463	-	-	-	1,409,463
Imperial Demolition	214,178	15,000	-	15,000	229,178
Transfer to General Fund	338,181	-	-	-	338,181
Transfer to Street Improvement	1,002,567	-	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	-	30,000
Transfer to Facilities Improvement	250,000	-	-	-	250,000
Transfer to IT Capital Projects Fund	-	-	250,000	250,000	250,000
Total Appropriations	\$ 52,689,670	\$ 15,000	\$ -	\$ 15,000	\$ 52,704,670

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	E.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,180,000	\$ -	\$ -	\$ 1,180,000
Transfer from Other Funds	315,000	75,487	75,487	390,487
Appropriated Fund Balance	2,487,375	-	-	2,487,375
Total Revenues	\$ 3,982,375	\$ 75,487	\$ 75,487	\$ 4,057,862
APPROPRIATIONS				
Capital Improvements	\$ 3,982,375	\$ 75,487	\$ 75,487	\$ 4,057,862
Total Appropriations	\$ 3,982,375	\$ 75,487	\$ 75,487	\$ 4,057,862

Section IV: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	G.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,550,124	\$ -	\$ -	\$ 1,550,124
Transfer from General Fund	3,803,152	-	-	3,803,152
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Capital Reserve	2,122,153	-	-	2,122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	132,000	-	-	132,000
Total Revenues	\$ 10,015,052	\$ -	\$ -	\$ 10,015,052
APPROPRIATIONS				
South Greenville Reconstruction	\$ 3,499,500	\$ -	\$ -	\$ 3,499,500
Trillium Park Equipment Project	1,000,000	-	-	1,000,000
Town Common Renovations	1,446,965	-	-	1,446,965
Water Sports Facility Project	274,942	-	-	274,942
Westside Land Acquisition & Dev	368,453	-	-	368,453
Town Common Gateway (TC)	1,637,360	-	-	1,637,360
Tar River Development (TRP)	475,650	(9,000)	(9,000)	466,650
Eastside Park (EPKD)	12,070	-	-	12,070
Thomas Foreman Press Box	30,000	-	-	30,000
Tar River Development (TAR RIVER)	850,112	-	-	850,112
Volleyball Courts	320,000	-	-	320,000
Art Zoo Project	100,000	-	-	100,000
Transfer to General Fund	-	9,000	9,000	9,000
Total Appropriations	\$ 10,015,052	\$ -	\$ -	\$ 10,015,052

Section V: Estimated Revenues and Appropriations. IT Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	B.	C.	I.	J.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES							
Transfers from Other Funds	\$ 2,500,000	\$ 210,578	\$ 113,142	\$ 250,000	\$ 135,271	\$ 708,991	\$ 3,208,991
Total Revenues	\$ 2,500,000	\$ 210,578	\$ 113,142	\$ 250,000	\$ 135,271	\$ 708,991	\$ 3,208,991
APPROPRIATIONS							
Transfer to Other Funds	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
IT Hardware Upgrade	-	210,578	113,142	250,000	135,271	708,991	708,991
Total Appropriations	\$ 2,500,000	\$ 210,578	\$ 113,142	\$ 250,000	\$ 135,271	\$ 708,991	\$ 3,208,991

Section VI: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20- is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<u>2019-20 Original Budget</u>	<u>A.</u>	<u>Total Amend #9</u>	<u>2019-20 Budget per Amend #9</u>
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ -	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000
Transfer from Capital Reserve	-	2,016,882	2,016,882	2,016,882
Transfer from Street Improvement Bond Fund	-	2,555,921	2,555,921	2,555,921
Other In-kind Contributions	-	1,170,000	1,170,000	1,170,000
Transfer from General Fund	-	3,257,197	3,257,197	3,257,197
Total Revenues	<u>\$ -</u>	<u>\$ 24,000,000</u>	<u>\$ 24,000,000</u>	<u>\$ 24,000,000</u>
APPROPRIATIONS				
BUILD	\$ -	\$ 24,000,000	\$ 24,000,000	\$ 24,000,000
Total Appropriations	<u>\$ -</u>	<u>\$ 24,000,000</u>	<u>\$ 24,000,000</u>	<u>\$ 24,000,000</u>

Section VII: Estimated Revenues and Appropriations. Police Capital Projects Fund, of Ordinance #17-040 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<u>2019-20 Revised Budget</u>	<u>C.</u>	<u>Total Amend #9</u>	<u>2019-20 Budget per Amend #9</u>
ESTIMATED REVENUES				
Transfer from General Fund	\$ 734,456	\$ -	\$ -	\$ 734,456
Transfers from Capital Reserve	3,484,000	-	-	3,484,000
Financing Proceeds	2,483,034	-	-	2,483,034
Total Revenues	<u>\$ 6,701,490</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,701,490</u>
APPROPRIATIONS				
New Technology for Public Safety	\$ 1,832,314	\$ -	\$ -	\$ 1,832,314
Police Storage Facility	3,709,500	(113,142)	(113,142)	3,596,358
Superion Project	1,159,676	-	-	1,159,676
Transfer to IT Capital Projects	-	113,142	113,142	113,142
Total Appropriations	<u>\$ 6,701,490</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,701,490</u>

Section VIII: Estimated Revenues and Appropriations. Fire/Rescue Capital Projects Fund, of Ordinance #17-024 is hereby amend by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	D.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES				
Debt Proceeds	\$ 6,600,000	\$ -	\$ -	\$ 6,600,000
Sale of Property	-	480,000	480,000	480,000
Total Revenues	<u>\$ 6,600,000</u>	<u>\$ 480,000</u>	<u>\$ 480,000</u>	<u>\$ 7,080,000</u>
APPROPRIATIONS				
Fire Station #7	\$ 6,000,000	\$ 480,000	\$ 480,000	\$ 6,480,000
Fire Station #1 Bay Extension	600,000	-	-	600,000
Total Appropriations	<u>\$ 6,600,000</u>	<u>\$ 480,000</u>	<u>\$ 480,000</u>	<u>\$ 7,080,000</u>

Section IX: Estimated Revenues and Appropriations. FEMA-Hurricane Project Fund, of Ordinance #17-002 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	H.	Total Amend #9	2019-20 Budget per Amend #9
ESTIMATED REVENUES				
North Carolina Division of Emergency Management	\$ 2,211,500	\$ -	\$ -	\$ 2,211,500
Transfer from General Fund	600	-	-	600
Total Revenues	<u>\$ 2,212,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,212,100</u>
APPROPRIATIONS				
City Property	\$ 473,248	\$ -	\$ -	\$ 473,248
Debris Removal	1,457,334	(15,000)	(15,000)	1,442,334
Transfer to Other Funds	281,518	15,000	15,000	296,518
Total Appropriations	<u>\$ 2,212,100</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,212,100</u>

Section X: Estimated Revenues and Appropriations. Public Transportation Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<u>2019-20 Original Budget</u>	<u>F.</u>	<u>Total Amend #5</u>	<u>2019-20 Budget per Amend #5</u>
ESTIMATED REVENUES				
Operating Grant 2018-19	\$ 1,771,993	\$ -	\$ -	\$ 1,771,993
Planning Grant 2018-19	42,000	-	-	42,000
Restricted Intergov/ROAP Grant	-	20,000	20,000	20,000
State Maintenance Asst Program	292,055	-	-	292,055
Advertising	11,000	-	-	11,000
Hammock Source	974	-	-	974
Pitt Community College Bus Fare	9,744	-	-	9,744
Greyhound Bus Tickets	60,457	-	-	60,457
Bus Fares	255,297	-	-	255,297
Bus Ticket Sales	108,149	-	-	108,149
Pitt County Bus Service	4,871	-	-	4,871
Transfer from General Fund	771,894	-	-	771,894
Appropriated Fund Balance	6,940	-	-	6,940
Total Revenues	<u>\$ 3,335,374</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 3,355,374</u>
APPROPRIATIONS				
Personnel	\$ 1,157,856	\$ -	\$ -	\$ 1,157,856
Operating	1,645,576	20,000	20,000	1,665,576
Capital Improvements	531,942	-	-	531,942
Total Appropriations	<u>\$ 3,335,374</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>	<u>\$ 3,355,374</u>

Section XI: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed:

Adopted this 23rd day of March, 2020

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk